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GENERIC OPERATING AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE AIR FORCE  
AND  
[SUBLESSEE]  
OF  
[CITY], [STATE]

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## ATTACHMENTS

### ATTACHMENT 1 – Business and Leasing Plan

SAMPLE

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GENERIC OPERATING AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE AIR FORCE  
AND  
[LESSEE]  
OF  
[CITY], [STATE]

This Operating Agreement (this “Operating Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the Department of the Air Force (the “Government”) and the [Sublessee], [City], [State], organized under the laws of the State of [State]. The Government and the Sublessee may be referred to jointly as the “Parties” and each separately as a “Party.” Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Sublease (as defined below).

## **1.0 PURPOSE**

This Operating Agreement implements the terms and conditions of Sublease No. \_\_\_\_\_ (the “Sublease”) entered into on \_\_\_\_\_, 20\_\_, by the Government and the Sublessee for purposes of \_\_\_\_\_.

## **2.0 GENERAL OBLIGATIONS OF THE PARTIES**

**2.1.** The Sublessee shall, at all times, operate and manage the Leased Premises (as defined in the Sublease) and the Existing Improvements, according to industry standards, consistent with commercial best practices, and consistent with the requirements of this Operating Agreement, its attachments, and the Sublease. The term Existing Improvements means the subleased improvements defined in Sublease and Replacement or Alterations authorized under **Condition 17** of the Sublease. The following plans, agreements, and documents are incorporated into this Operating Agreement by this reference:

### **2.1.1. Property and Asset Management**

- Marketing and Leasing Plan
- Property Operations and Management Plan
  - Utilities Plan
  - Municipal Services
  - Site Security
- Facilities Maintenance and Repair Plan
- Ground Maintenance
- Capital Repair or Replacement Plan
- Environmental Management Plan
  - Spill Plan
  - Pesticides Management Plan

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- Management and Handling of Hazardous Materials/Wastes
  - o Sublease Expiration Transition Plan
  - o Community Relations Plan

**2.2.** The Sublessee shall operate and maintain the Leased Premises and the Existing Improvements, at no expense to the Government. The Government shall in no case be responsible for or pay or reimburse the Sublessee for costs associated with the operation and maintenance of the Leased Premises, or for any tenant defaults.

**2.3.** The Sublease incorporates this Operating Agreement by reference. In the event of any inconsistency between the provisions of the Sublease and those of this Operating Agreement, the provisions of the Sublease will govern.

### **3.0 TERM**

This Operating Agreement shall be effective from the date of execution by the Parties and shall terminate upon the expiration or earlier termination of the Sublease.

### **4.0 REPRESENTATIVES**

**4.1.** The authorized representative for amending this Operating Agreement on behalf of the Government is the [Director of the Air Force Real Property Agency (“Director”)] [the Director’s designated representative] [\_\_\_\_\_]. Except as otherwise specifically provided, any reference in this Operating Agreement to “Director” shall include his or her authorized representative or any duly appointed successor.

**4.1.1** The Government’s authorized representative for implementing this Operating Agreement is \_\_\_\_\_.

**4.2** The authorized representative for [amending] and/or [implementing] this Operating Agreement on behalf of the Sublessee is \_\_\_\_\_.

**4.3** The Sublessee will appoint a full-time, readily available representative to serve as the single point of contact (“SPOC”). If the SPOC is not on-site, the SPOC will reside within sixty (60) minutes travel time from the Project. Any such SPOC will be available in an on-call status twenty-four (24) hours a day.

**4.3.1** Alternate contacts will be designated to cover those instances when the SPOC cannot be reached.

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**4.3.2** The appointments of a primary and alternate SPOC and any changes, including full names, addresses, work and home telephone numbers, will be provided in writing to the Director.

## **5.0 MANAGEMENT REVIEW COMMITTEE (MRC)**

**5.1.** The Government and the Sublessee shall establish a Management Review Committee (“Committee”) to discuss any issues relating to the provisions in, and the implementation of, this Operating Agreement. The Committee shall consist of the Director or his or her designee as the Chairman, and at least the following persons, or their designees or successors, as members: Sublessee’s local senior manager, an [Andrews AFB representative], [a Department of the Navy representative], [\_\_\_\_\_,] [\_\_\_\_\_,] [\_\_\_\_\_].

**5.2.** Throughout the Sublease Term the Committee shall meet at least annually, unless waived by all of the members, and from time to time at the call of the Chairman or the Sublessee. The agenda for each meeting shall be set by the Chairman at least five (5) Days prior to the meeting, except for unscheduled emergency meetings called on less than ten (10) Days notice. Members will submit agenda items to the Chairman at least fifteen (15) Days in advance of any scheduled meeting.

**5.3.** Members will serve on the Committee without additional compensation, and any and all expenses incident to travel and resolution of issues will be borne by the Sublessee with respect to its representatives, and Andrews AFB or the Department of the Navy with respect to their representatives.

**5.4.** Minutes of each meeting will be prepared by the Chairman and distributed to the Committee members.

## **6.0 ACCESS TO LEASED PREMISES AND SITE**

**6.1.** The Leased Premises and Site are subject to periodic visits/inspections by [Andrews AFB][Air Force Real Property Agency][Department of the Navy][Government personnel] in conjunction with their official duties consistent with **Condition 14** of the Sublease. The Sublessee will cooperate in these inspections to the extent required.

## **7.0 TERMINATION AND MODIFICATION**

**7.1.** This Operating Agreement shall continue in full force and effect during the Sublease Term. Elements of the Sublease Expiration Transition Plan may survive the expiration or early termination of the Sublease Term.

**7.2.** This Operating Agreement may be amended or modified at any time by mutual agreement of the Parties in writing and signed by a duly authorized representative of the respective Parties.

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**7.3.** Notwithstanding subparagraph 4.1.1 above, any amendment or modification to this Operating Agreement that may materially affect the operation or management of the Leased Premises shall not be effective until it is approved by an official of the Government authorized to execute an amendment to the Sublease.

## **8.0 NOTICES**

All notices required under this Operating Agreement shall be governed by **Condition 20** of the Sublease.

## **9.0 DISPUTES**

Disputes under this Operating Agreement shall be governed by **Condition 23** of the Sublease.

**[SIGNATURE PAGE FOLLOWS]**

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IN WITNESS WHEREOF I have hereunto set my hand by authority of the  
Secretary of the Air Force this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE DEPARTMENT OF THE AIR FORCE

\_\_\_\_\_  
By:

The terms and conditions of this Operating Agreement are hereby accepted by the  
SUBLESSEE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[SUBLESSEE]

\_\_\_\_\_  
By: